

SOURCE SELECTION PARTICIPATION AGREEMENT

Important! This Agreement concerns a matter within the jurisdiction of a United States government agency. This Agreement prohibits you from making false, fictitious, or fraudulent statements and/or certifications. If you do so, you may be subject to prosecution under 18 U.S.C. § 1001.

Solicitation [NUMBER] (“[PROGRAM NAME]”)

Name: _____
(hereinafter referred to as “you” or “your”)

Address: _____

Appointed By: [NAME]
Contracting Officer

Date Appointed: _____

AGREEMENT

1. This Agreement applies to individuals involved in solicitation [NUMBER], also known as the [PROGRAM NAME] procurement. This Agreement applies to [CLASS(ES) OF INDIVIDUALS INVOLVED IN THE SOURCE SELECTION PROCESS].
2. This Agreement contains the rules of conduct relating to the procurement. It includes rules of conduct regarding conflicts of interest, as well as rules of conduct regarding the safeguarding of confidential information.
3. Your signature on this Agreement indicates that you have read this Agreement and agree to be bound by its terms.
4. **CONFLICTS OF INTEREST.** By signing this Agreement, you agree to avoid conflicts of interest. This means the following:

For Official Use Only

a. that you, your spouse, and dependent child(ren) do not have any direct or indirect financial interest or any other beneficial interest in a potential competing contractor on this procurement. Please note any exceptions to this below:

b. that you, your spouse, and dependent child(ren) agree not to acquire any direct or indirect financial interest or any other beneficial interest in an actual competing contractor on this procurement during the source selection process;

c. that you are not related to anyone, by blood or by marriage, who is employed by a potential or actual competing contractor on this procurement. Please note any exceptions to this below:

d. that you agree not to solicit or accept, directly or indirectly, any promise of future employment or business opportunity from an officer, employee, representative, agent, or consultant of a competing contractor on this procurement – during the source selection process;

e. that you agree not to discuss any future employment or business opportunity from an officer, employee, representative, agent, or consultant of a competing contractor on this procurement – during the source selection process;

f. that you agree not to ask for, demand, exact, solicit, seek, accept, receive, or agree to receive, whether directly or indirectly, any money, gratuity, or other thing of value from any officer, employee, representative, agent, or consultant, of any competing contractor on this procurement; and

g. that you agree not to engage in any personal or professional activity, or enter into any financial transaction, that involves, or appears to involve the direct or indirect use of “inside information” to further a private gain for yourselves or others.

h. In the event that you have noted any exceptions in this paragraph, the Contracting Officer will advise you whether or not you may still participate in the source selection process.

5. PROTECTING CONFIDENTIAL INFORMATION. By signing this Agreement, you agree not to disclose confidential, proprietary, and/or source selection sensitive information to any individual or entity, unless that individual or entity is authorized by the Contracting Officer to receive such information. This means the following:

a. that you have read, understand, and agree to abide by the terms of the Federal Acquisition Regulation Part 3.104;

b. that you will not knowingly disclose, directly or indirectly, proprietary or source selection sensitive information to any individual or entity, unless that individual or entity is authorized by the Contracting Officer to receive such information;

c. that you agree not to discuss evaluation or source selection matters (including proprietary proposal information) with any unauthorized individuals, even after the announcement of the successful contractor(s), unless authorized by the Contracting Officer.

d. that you acknowledge that disclosure of proprietary information may violate the "Trade Secrets Act". If you are found to have violated the Trade Secrets Act, you may be subject to criminal penalties.

6. OTHER RULES OF CONDUCT. By signing this Agreement you agree to abide by the following additional rules of conduct for this procurement:

a. You agree not to communicate with offerors or their subcontractors concerning this acquisition unless you first obtain the approval of the Contracting Officer.

b. You recognize that your participation in this source selection may be subject to intense scrutiny. As such, you agree to conduct yourself in such a way as to not adversely affect the confidence of the public or competing contractors in this source selection process.

c. You agree to avoid any action, whether or not prohibited, that could result in, or could create, the appearance of a lack of independence or a lack of impartiality.

7. You understand that your obligations under this Agreement are of a continuing nature. If anything takes place which would cause a change to any statement, or create a violation of any representation or rule of conduct contained in this Agreement, you agree to inform the Contracting Officer promptly.

CERTIFICATION

8. I certify that I have read and understand the above Agreement. I further certify that the statements made herein are true and correct.

9. I agree to the terms of this Agreement.

Your Signature

Date

Contracting Officer's Signature

Date